## Ink & Toner Fulfillment & Subscription Services Agreement

**Dealer Information:**

Dealer Name: {Dealer\_Name}

Address: {Dealer\_Address}

Phone: {Dealer\_Phone}

**Customer Information:**

Customer Name: {Customer\_Name}

Address: {Customer\_Address\_Line1}, {Customer\_Address\_Line2}, {Customer\_City}, {Customer\_State}, {Customer\_Zip}

Contact: {Customer\_Contact}, Title: {Customer\_Contact\_Title}

**Effective Date:** {Contract\_Effective\_Date}

**Term:** 12 months, automatically renews for successive one-year terms until terminated with notice.

### 1. Software & Automation Services Included

The following SaaS services will be provided under this Agreement:

{#includeDCA}

* **Data Capture Agent (DCA)**

The customer agrees to maintain continuous device connectivity as required by the DCA platform. Provides real-time monitoring of device status, usage, and diagnostics.

{/includeDCA}

{#includeJITR}

* **Just-in-Time Replenishment (JIT‑R)**

Automates ink/toner shipment consolidation and oversees cartridge utilization and premature replacement. Also facilitates closed-loop recycling of spent cartridges.

{/includeJITR}

* **Subscription Management**

Enables automatic billing, renewal alerts, and usage reporting.

{#includeQR}

* **QR-Code Integration**

Adds scannable codes on devices/cartridges for simplified asset tracking and reordering.

{/includeQR}

### 2. Extended Service Warranties (ESW)

{#includeESW}

Coverage details: hardware repair/replacement, response times, exclusions.

Terms will reference the SLA Addendum (see Addendum 3).

{/includeESW}

### 3. Monthly Subscription Fee

Total Monthly Fee: **${Monthly\_Subscription\_Fee}** (Excluding Sales Tax where applicable)

### 4. Billing & Payment

Invoiced monthly in advance.

Auto-charge to customer’s payment method on file.

Terms for late payment and service suspension included.

### 5. Term and Termination

**Initial Term:**

12 months.

Automatic Renewal: Continues for successive 12-month terms unless one party gives 30 days’ written notice before renewal.

**Termination:**

For convenience: 30 days’ notice.

For cause: immediate if payment or SLA obligations are breached.

### 6. Addenda

#### Addendum 1: Customer Print Devices

List of covered devices.

Includes make, model, asset tag, serial number, location, contracted SKU bias.

#### Addendum 2: Usage Guardrails & QBR

Quarterly review of device count and print volume based on rolling 90-day data.

Subscription adjusted according to the greater of actual usage or contracted baseline.

Terms for notification and fee changes applied post-QBR.

#### Addendum 3: Service & Repair SLAs

Service Level Agreements:

Response time: e.g., next-business-day on-site diagnosis.

Repair or replacement timeframe.

Scope exclusions (e.g., abusive damage, third-party parts).

#### Addendum 4: SKU Bias Terms

SKU Bias selection: {SKU\_Bias\_Option}

N (New-Compatible preference; lowest cost)

R (Remanufactured preference)

O (OEM preference; highest cost)

Defines how cartridge variants are prioritized and their pricing impacts.

### 7. General Terms

Confidentiality

Data Ownership & Privacy

Limitation of Liability

Governing Law

Assignment & Integration Clauses

### 8. Acceptance & Signatures

**Dealer Representative:**

Name: {Dealer\_SalesRep\_Name}

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Customer Representative:**

Name: {Customer\_Rep\_Name}

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDENDUM 1

CUSTOMER PRINT DEVICES

List of covered devices:

{List\_of\_Devices}

ADDENDUM 2

MONTHLY SUBSCRIPTION

GUARDRAILS

QUARTERLY BUSINESS REVIEW

REVIEW FOR POTENTIAL ADJUSTMENT OF SUBSCRIPTION

{#includeESW}

**ADDENDUM 3**

SERVICE & REPAIR

SERVICE LEVEL AGREEMENT

{/includeESW}

**ADDENDUM 4**

SUBSCRIPTION SKU BIAS

YOUR SUBSCRIPTION IS CONFIGURED WITH THIS SKU BIAS: **{SKU\_Bias\_Option}**

{#isO}

**🅾️ OEM Bias (“O”)**

The subscription program is configured with an OEM product bias. This means original manufacturer (OEM) cartridges will be used as the default supply source.

The monthly subscription fee has been calculated based on the known availability and cost of OEM products at the time of agreement generation. In cases where an OEM cartridge has been discontinued and is no longer manufactured or available from suppliers, the fallback sequence will apply in the following order: **OEM → Remanufactured OEM (R) → New Build Compatible (N)**.

Fallbacks are only used when a product is no longer produced by the OEM — not due to inventory issues — and substitutions will be made in line with product availability from the dealer’s qualified vendor network.

{/isO}

{#isR}

**♻️ Remanufactured OEM Bias (“R”)**

The subscription program is configured with a Remanufactured OEM (R) bias. This means cartridges that have been remanufactured from original OEM cores are the preferred supply type.

The monthly subscription fee reflects the pricing and availability of remanufactured OEM products known to the dealer at the time of agreement creation.

When a remanufactured product is not available — due to lack of manufacturing or product coverage — the fallback sequence will follow: **Remanufactured (R) → New Build Compatible (N) → OEM (O)**.

Substitutions are based on catalog availability, not inventory stock, and all replacements are sourced from the dealer’s vetted vendor partners.

{/isR}

{#isN}

**🆕 New Build Compatible Bias (“N”)**

The subscription program is configured with a New Build Compatible (N) bias. This means newly manufactured, non-OEM cartridges are the preferred supply source.

The subscription fee has been calculated using pricing and product availability for compatible (N) cartridges at the time of contract generation.

In cases where a compatible product is not manufactured for a specific device model, fallback sourcing will follow this sequence: **New Build Compatible (N) → Remanufactured OEM (R) → OEM (O)**.

All substitutions are based strictly on catalog-level availability — not inventory status — and are fulfilled through the dealer’s approved supplier network.

{/isN}